

"FRIENDLY SERVICE SINCE 1909"

1804 NORTH LIMESTONE STREET
SPRINGFIELD, OHIO 45503



PHONE (513) 399-9751
FAX (513) 399-9470
"Fulmer Cares"

July 2, 1993

United States Environmental Protection Agency
Region #5
77 West Jackson Boulevard
Chicago, Il. 60604-3590

US EPA RECORDS CENTER REGION 5



Attn:CM-3T

Re: Response to Information Requests - Section 104 (e) of CERCLA
for the Powell Road Landfill in Huber Heights, Ohio

Request #1 Raymond Sickles, Charles Morris, Richard Kramer

Request #2 Fulmer company records

Request #3 None - Possibly haulers listed in Request #10

Request #4 - Fulmer has never had an EPA Identification number

Request #5 - None known

Request #6 - Clark County, Ohio

Burnett Plaza (open)
432 S. Burnett Rd.
Springfield, Ohio 45505

Circus Plaza (open)
283 E. Leffel Lane
Springfield, Ohio 45505

Springfield Plaza (closed)
1510 Upper Valley Pike
Springfield, Ohio 45504

Park Layne Plaza (open)
610 McAdams Dr.
New Carlisle, Ohio 45344

Greene County Ohio

Fairborn Plaza (open)
1200 N. Broad St.
Fairborn, Ohio 45324

Xenia Towne Square (open)
176 Xenia Towne Sq.
Xenia, Ohio 45385

MEMBER OF THE FOOD MARKETING INSTITUTE

Xenia Plaza (closed)
601 Ledbetter Rd.
Xenia, Ohio 45385

Indian Ripple Center (open)
4464 Indian Ripple Rd.
Dayton, Ohio 45440

Montgomery County, Ohio

Imperial Plaza (open)
732 W. National Rd.
Vandalia, Ohio 45377

Huber Discounts Foods (closed)
6600 Brandt Pike
Huber Heights, Ohio 45424

County Market (closed)
5118 Salem Ave.
Trotwood, Ohio 45426

Gold Circle Plaza (closed)
261 Alex-Bell Rd.
Centerville, Ohio 45459

Miami County, Ohio

East Piqua Mall (closed)
1282 Ash St.
Piqua, Ohio 45356

Where facilities are indicated (closed), Fulmer does not know if there is a "current owner or operator".

Request #7 - To the best of our knowledge, our business does not generate any hazardous substances.

Request #8 - Our answer is an "unqualified no".

Request #9 - Our answer is an "unequivocal no".

Request #10 - Norman Weiss (retired)
Donald Fenton (deceased)

Request #10 (a) Fulmer would have used the following haulers from your list to dispose of non-hazardous waste materials:

SCA of Dayton
IWD
Koogler-Suburban
Dempsey Trucking
Eldwood D. Vince
N & N Commerical Waste

- Request #10-(b) Haulers in (10a) above would pick up non-hazardous waste weekly.
- Request #10-(c) The nature of the waste material was non-hazardous waste such as by products of supermarket operation, paper, wooden crates, produce trimmings and other trash (excluding all meat waste).
- Request #10-(d) Fulmer Supermarkets, Inc.
- Request #10-(e) Haulers provided Fulmer with dumpsters in the size range of 3 to 8 cubic yards and picked up same as needed. Hauler would have quantity record.
- Request #10-(f) No tests or analyses done by Fulmer.
- Request #10-(g) Haulers would have made site selections (see 10-a).
- Request #10-(h) Amounts paid would vary with agreements; depending on year, size of store, frequency of pick-up.
Method of payment would be monthly checks.
- Request #10-(i) Persons in (g) above were waste material haulers-evidence would be, they were hauling waste material.
- Request #10-(j) Fulmer would have no knowledge of this activity-haulers would have handled their own details.
- Request #10-(k) Fulmer would have no knowledge of what was done to non-hazardous waste material by hauler, once it was brought to the site.
- Request #10-(l) We have no knowledge of the waste material final disposition.
- Request #10-(m) No measures taken by Fulmer, considered hauler as handling methods, means and disposal of waste material.
- Request #10-(n) Store dumpsters were emptied into haulers truck and removed. Markings on dumpsters would be those of hauler.
- Request #10-(o) Pricing would vary from year to year, depending on hauler, dumpster size and frequency of pick-up. (see #10k).
- Request #10-(p) Only contracts with haulers as to price and frequency were ever available. Records only kept 3-5 years. Copies of current contracts attached.
- Request #10-(q) Norman Weiss
Charles Morris
Richard Kramer

Request #11-Attempting to get copies of all insurance policies from carriers for years in question. Will forward policies as soon as received. We believe policies contain a "pollution exclusion" clause.

Request #12 -Copies of Federal Income Tax Form 1120 for last 3 years is attached.

Request #13-

(a)Copy of Articles of Incorporation and By-Laws attached.

(b)Financial Statements for last 5 years attached.

(c)See current balance sheet attached. Persons responsible for current assets and liabilities are:
Richard Kramer - President
Russell Stocke - Vice President
Charles Morris - Treasurer
(reporting to 35 shareholders)

(d)Parent corporation is:
Fulmer Supermarkets, Inc.
The only subsidiary company is:
FBC Foods, Inc.

Request #14 Respondent is not a partnership

Request #15 Respondent is not a trust

Request #16 Respondent is none of the organizations listed in this request

Request #17 Richard E. Kramer, President
Agent of Record
1-513-399-9751

Fulmer Supermarkets, Inc. has searched our records to provide the foregoing information. We have discussed the questions with our present officers and manager working in these areas. We have discussed these questions with our retired officer who worked in this area.


Fulmer has made a diligent effort to answer all requests and supply requested documents.


Charles H. Morris
Treasurer

State of Ohio
County of Clark

Sworn and subscribed in my presence this 3rd day of July 1, 1993.


PATRICIA COMER
NOTARY PUBLIC
BY COMMISSION


Patricia M. Comer



P. O. Box 1799 / 1700 N. Broad St.
Fairborn, OH 45324
878-7000 Sales or Billing
878-3311 Dispatch

NON-HAZARDOUS WASTES

Request #10 (f)

GENERAL CUSTOMER INFORMATION

ACCOUNT NUMBER and SERVICE TYPE

NAME <i>Fulmer Supermarkets</i>	LOCATION ID	BILLING STATUS
STREET NUMBER <i>SEE ATTACHED</i>	STREET NAME	EFFECTIVE DATE
CITY	INCORPORATED	COUNTY
STATE/PROVINCE	ZIP/POSTAL CODE	TEMP SERV
LOCATION		
PHONE <i>313-088</i>	CONTACT <i>Ray Sickles</i>	INDUSTRY SEGMENT
CREDIT REFERENCE <i>377-9751</i>	SECURITY REQUIRED	UNITS

NEW ACCOUNT	<input checked="" type="checkbox"/>
MAJOR ACCOUNT	<input type="checkbox"/>
SERVICE INCREASE	<input type="checkbox"/>
SERVICE DECREASE	<input type="checkbox"/>
RATE INCREASE	<input type="checkbox"/>
RATE DECREASE	<input type="checkbox"/>
CANCEL	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

SERVICE SPECIFICATIONS

SERVICE START/DELIVERY DATE: *5-1-93*

SERVICE EFFECTIVE DATE:

QTY	DESCRIPTION/COMMENTS	OWNERSHIP			WASTE TYPE	SPECIAL WASTE		ROUTE ID	FREQUENCY	SERVICE DAYS							TKT REQ
		COUNT	CUSTOMER	SHAR		PROFILE NUMBER	PROFILE EXPIRES			U	M	T	W	H	F	S	
6	42 yd Compactor. Service on Call Customer Owns.																

THIS IS A LEGALLY BINDING CONTRACT, AND CONTRACTOR AGREES TO PROVIDE AND CUSTOMER AGREES TO ACCEPT THE SERVICES AND EQUIPMENT AT THE CHARGES AND FREQUENCY INDICATED ON THIS AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ON THE REVERSE SIDE.

NAME <i>Fulmer Supermarkets</i>	PHONE
ADDRESS <i>At Ray Sickles</i>	CONTACT <i>1</i>
ADDRESS	MASTER ACCOUNT
STREET NUMBER <i>1604</i>	RELATED ACCOUNT
DIR <i>N.</i>	MAJOR ACCOUNT
STREET NAME <i>Limestone St.</i>	PURCHASE ORDER NUMBER
CITY <i>Springfield</i>	
STATE/PROVINCE <i>Ohio</i>	
ZIP/POSTAL CODE <i>45503</i>	

SCHEDULE OF CHARGES

DESCRIPTION	TKT	FLAT	RATE
Service as per Attached.			
6-42 yd Compactors.			

ADDITIONAL INSTRUCTIONS/COMMENTS:

SEE ATTACHED.

Customer to receive REFUND for (unloaded) Clark Co.
Locations - Chicago Pricing MINUS 10.00 per ton PROCESSING FEE.
Other Locations Chicago Pricing MINUS 10.00 per ton PROCESSING.

SEE REVERSE FOR TERMS.

INCIDENTAL SPECIAL WASTE TYPES AND AMOUNTS:

THE TERMS AND CONDITIONS ON REVERSE SIDE AND THE ATTACHED CONTRACTOR'S DEFINITION OF SPECIAL WASTE ARE PART OF THIS AGREEMENT.

CUSTOMER		CONTRACTOR	
AUTHORIZED SIGNATURE <i>Ray Sickles</i>		REPRESENTATIVE'S SIGNATURE <i>Ray Sickles</i>	
PRINT NAME <i>Ray Sickles</i>			
TITLE <i>Manager</i>	DATE <i>4-28-93</i>	G.M. REVIEW	SALES DATE <i>4-28-92</i>

TERMS AND CONDITIONS OF SERVICE AGREEMENT

ONE 28 MR
TERM. Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's waste materials as warranted below (including recyclables) for an initial term of ~~three~~ years from the effective service date. The term of this Agreement shall be automatically renewed for like terms thereafter unless either party shall give written notice of termination by certified mail to the other at least sixty days prior to the termination of the initial term or any renewal term. In the event Customer terminates this Agreement other than as provided above or Contractor terminates this Agreement for Customer's non-payment, Customer shall pay to Contractor as liquidated damages a sum calculated as follows: (1) if the remaining term under this Agreement is six or more months, Customer shall pay its most recent monthly charge multiplied by six; or (2) if the remaining term under this Agreement is less than six months, Customer shall pay its most recent monthly charge multiplied by the number of months remaining in the term.

CHANGES AND COST INCREASES. Because disposal and fuel costs are a significant portion of the cost of Contractor's services provided hereunder, Contractor may increase the Schedule of Charges proportionately to reflect any increase in such costs. The Schedule of Charges may also be adjusted from time to time to reflect increases in the Consumer Price Index. Subject to Customer's approval, the Schedule of Charges may be adjusted for reasons other than increases in disposal or fuel costs or the Consumer Price Index. Those changes in the Schedule of charges requiring Customer approval, and changes to the frequency of collection service or the amount, capacity and type of equipment used may be agreed to verbally, in writing or by the actions and practices of the parties. The parties may incorporate additional waste streams as a part of this Agreement so long as: (1) Customer has executed Generator's Waste Profile Sheet(s) with respect thereto; and (2) Contractor has approved, in writing, handling such waste streams of Customer. This Agreement shall not be affected by any changes in the Customer's Service Address if such new address is located within Contractor's service area.

WASTE MATERIALS. Customer warrants that the waste materials delivered to Contractor will not contain any hazardous, toxic or radioactive wastes or substances as defined by applicable federal, state, local or provincial laws or regulations. Customer acknowledges reading the attached "Contractor's Definition of Special Waste" (dated 02/92), and warrants that the waste materials delivered to Contractor will not contain any Special Waste, as so defined, unless and except: (1) as specifically described in the "Generator's Waste Profile Sheet(s)" either attached hereto and made a part hereof or subsequently provided to and approved, in writing, by Contractor; or (2) incidental amounts of Special Waste, as listed by Customer in the "Incidental Special Waste Types and Amounts" section of this form. Contractor shall acquire title to the waste materials when loaded into Contractor's vehicles; provided, however, that title to and liability for the waste materials excluded from this Agreement shall remain with Customer, and Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities arising out of the breach of the above warranties including, without limitation, liabilities for violation of laws or regulations, for injury or death to persons or for loss or damage to property or the environment.

SPECIAL WASTE. If this Agreement pertains to Contractor's furnishing of services and equipment for Special Waste, then the following additional terms and conditions shall apply:

Customer warrants that the Special Waste delivered to Contractor has the components and characteristics meeting the description contained in the Generator's Waste Profile Sheet(s).

In the event that such Customer's Special Waste is later determined or defined to be a hazardous, toxic or radioactive waste or substance or if the storage or disposal facility receiving such Special Waste from Contractor ceases operations or is later prohibited, from receiving such waste, then the portion of this Agreement pertaining to such Special Waste may be immediately terminated by Contractor upon notice to Customer.

Customer agrees to comply with the precautions, conditions and limitations contained in Contractor's written notice of approval of such Special Waste.

If manifests or shipping papers are required by law to accompany the Special Waste to the storage or disposal facility, Customer is responsible for preparing all manifests or papers in form and number required by law.

RESPONSIBILITY FOR EQUIPMENT. The equipment furnished by Contractor hereunder shall remain the property of Contractor, and Customer shall have no interest in such equipment. Customer shall be responsible for all loss or damage to the equipment except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. Customer shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. On collection day, Customer shall provide unobstructed access to the equipment. If the equipment is inaccessible, Customer will be notified, and any additional collection service or attempt to provide such service shall be charged as an "extra pick-up."

CHARGES AND PAYMENT. Customer shall pay Contractor for its services in accordance with the Schedule of Charges shown on the face of this Agreement. Where the Schedule of Charges specifically indicates "disposal" as a component of the charges, "disposal" shall mean the posted gate rate for disposal at the disposal facility utilized by Contractor plus an appropriate handling charge. Customer shall be liable for all taxes, fees or other charges imposed by federal, state, local or provincial laws and regulations upon the collection, transportation or disposal of Customer's waste materials or the services performed hereunder. Payment shall be made by Customer within ten days after receipt of an invoice from Contractor. In the event that any payment is not made when due, Contractor may terminate this Agreement on notice to Customer, recover any equipment on the premises of Customer and recover the liquidated damages described above. Contractor may impose and Customer agrees to pay a late fee for all past due payments not to exceed the maximum rate allowed by applicable law.

RIGHT TO COMPETE. Customer grants to Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of nonhazardous waste collection and disposal services upon the termination of this Agreement for any reason, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it.

PAVEMENT DAMAGE. Contractor shall not be responsible for damage to Customer's pavement or other driving surface resulting from the weight of Contractor's vehicles.

ATTORNEY'S FEES. In the event of a breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

MISCELLANEOUS. If any conflicts exist in this Agreement between terms which are printed and those which are typed or written, the typed or written language shall govern. This Agreement shall be binding on the parties and their successors and assigns. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement.



CONTRACTOR'S DEFINITION OF SPECIAL WASTE

1. "Special Waste" means Type A or Type B Special Wastes as defined below.
2. "Type A Special Waste" means any waste from a commercial or industrial activity meeting any of the following descriptions:
 - a. A waste from an industrial process.
 - b. A waste from a pollution control process.
 - c. A waste containing free liquids.
 - d. Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in a.-c., or e.-g. of this definition.
 - e. Contaminated residuals, or articles from the cleanup of a facility generating, storing, treating, recycling, or disposing of chemical substances, commercial products, or wastes listed in a.-d., f., or g. of this definition.
 - f. Any waste which is non-hazardous as a result of treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act (RCRA).
 - g. Chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.
3. "Type B Special Waste" means any waste from a commercial or industrial activity meeting any of the following descriptions:
 - a. **Friable asbestos waste from building demolition or cleaning;** wall board, wall or ceiling spray coverings, pipe insulation, etc. This does not include nonfriable asbestos unless it has been processed, handled, or used in such a way that asbestos fibers may be freely released. Asbestos-bearing industrial process waste is a "Type A Special Waste".
 - b. **Commercial products or chemicals which are off-specification, outdated, unused, or banned.** Outdated or off-specification uncontaminated food or beverage products in original consumer containers are not included in this category, unless management of such containers is restricted by applicable regulations. Containers which once held commercial products or chemicals are included in this category unless an end has been removed (for containers larger than 25 gallons), and the container is empty as defined by RCRA, the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), or other applicable regulations.

RCRA considers a container to be empty when: all wastes have been removed that can be removed using the practices commonly employed to remove materials from the type of container (e.g., pouring, pumping or aspirating), and no more than 1 inch (2.54 centimeters) of residue remains on the bottom of the container or inner liner, or no more than 3% by weight of the total capacity of the container remains in the container or inner liner (for containers \leq 110 gallons), or no more than 0.3% by weight of the total capacity of the container remains in the container or inner liner (for containers $>$ 110 gallons). Containers which once held **ACUTELY HAZARDOUS WASTES** must be triple rinsed with an appropriate solvent or cleaned by an equivalent method. The pressure in cylinders of compressed gas and aerosol cans must be substantially equivalent to atmospheric pressure.

Containers which once held pesticides regulated under FIFRA must be empty according to label instructions.
 - c. **Untreated medical waste - Any waste capable of inducing infection due to contamination with infectious agents from bio-medical sources including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory.** Sharps from these sources must be rendered harmless or placed in needle puncture-proof containers.
 - d. **Treated medical waste - Any wastes from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection.** Any sharps from these sources must be rendered harmless or placed in needle puncture-proof containers. Residue from incineration of medical waste is a "Type A Special Waste".
 - e. **Residue/sludges from septic tanks, food service grease traps, or washwaters and wastewaters from commercial laundries, laundromats, and car washes, unless these wastes are managed at commercial or public treatment works.**
 - f. **Chemical-containing equipment removed from service, in which the chemical composition and concentration are known (e.g., acetylene tanks, cathode ray tubes, lab equipment, fluorescent light tubes, etc.).**
 - g. **Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process.** Chemicals or residues removed or drained from such equipment or facilities are "Type A Special Wastes".
 - h. **Incinerator ash generated at a Resource Recovery Facility that burned only non-hazardous household, commercial, or industrial waste and qualifies for the hazardous waste exclusion in 40 CFR 261.4(b).** If the regulatory authority does not recognize the household hazardous waste exclusion, then the ash is a "Type A Special Waste".

P. O. Box 1799 / 1700 N. Broad St.
Fairborn, OH 45324
878-7000 Sales or Billing
878-3311 Dispatch

NON-HAZARDOUS WASTES

Request #10 (p)

GENERAL CUSTOMER INFORMATION

ACCOUNT NUMBER and SERVICE TYPE

NAME	Fulmer Supermarkets		LOCATION ID	BILLING STATUS	
STREET NUMBER	DIR	STREET NAME	EFFECTIVE DATE		
SEE ATTACHED.					
CITY	INCORPORATED	COUNTY	STATE/PROVINCE	ZIP/POSTAL CODE	TEMP SERV
LOCATION					
PHONE	CONTACT		INDUSTRY SEGMENT	ALIAS	UNITS
322-0888	RAY SICKLES				
CREDIT REFERENCE					SECURITY REQUIRED
344-9751					

NEW ACCOUNT	<input checked="" type="checkbox"/>
MAJOR ACCOUNT	<input type="checkbox"/>
SERVICE INCREASE	<input type="checkbox"/>
SERVICE DECREASE	<input type="checkbox"/>
RATE INCREASE	<input type="checkbox"/>
RATE DECREASE	<input type="checkbox"/>
CANCEL	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

SERVICE SPECIFICATIONS

SERVICE START/DELIVERY DATE:

5-17-93

SERVICE EFFECTIVE DATE:

QTY	DESCRIPTION/COMMENTS	OWNERSHIP			WASTE TYPE	SPECIAL WASTE		ROUTE ID	FREQ	SERVICE DAYS							TKT REQ
		C	U	S		PROFILE NUMBER	PROFILE EXPIRES			U	M	T	W	H	F	S	
	Service Various Locations.																

THIS IS A LEGALLY BINDING CONTRACT, AND CONTRACTOR AGREES TO PROVIDE AND CUSTOMER AGREES TO ACCEPT THE SERVICES AND EQUIPMENT AT THE CHARGES AND FREQUENCY INDICATED ON THIS AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ON THE REVERSE SIDE.

NAME	Fulmer Supermarkets		PHONE		
ADDRESS	Att: Ray SICKLES		CONTACT		
ADDRESS			MASTER ACCOUNT	RELATED ACCOUNT	
STREET NUMBER	DIR	STREET NAME	MAJOR ACCOUNT		
1804	N.	LIVESTONE			
CITY	STATE/PROVINCE	ZIP/POSTAL CODE	PURCHASE ORDER NUMBER		
Springfield	Ohio	45503			

SCHEDULE OF CHARGES

DESCRIPTION	TKT	FLAT	RATE
Service As Per Attached.			

ADDITIONAL INSTRUCTIONS/COMMENTS:

See Attached.

See REVERSE for TERMS.

INCIDENTAL SPECIAL WASTE TYPES AND AMOUNTS:

THE TERMS AND CONDITIONS ON REVERSE SIDE AND THE ATTACHED CONTRACTOR'S DEFINITION OF SPECIAL WASTE ARE PART OF THIS AGREEMENT.

AUTHORIZED SIGNATURE	CUSTOMER	REPRESENTATIVE'S SIGNATURE	CONTRACTOR
PRINT NAME			
TITLE	Manager	DATE	4-29-93
		G.M. REVIEW	SALES DATE 4-29-93

TERM. Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's waste materials as warranted below (including recyclables) for an initial term of ~~three~~ years from the effective service date. The term of this Agreement shall be automatically renewed for like terms thereafter unless either party shall give written notice of termination by certified mail to the other at least sixty days prior to the termination of the initial term or any renewal term. In the event Customer terminates this Agreement other than as provided above or Contractor terminates this Agreement for Customer's non-payment, Customer shall pay to Contractor as liquidated damages a sum calculated as follows: (1) if the remaining term under this Agreement is six or more months, Customer shall pay its most recent monthly charge multiplied by six; or (2) if the remaining term under this Agreement is less than six months, Customer shall pay its most recent monthly charge multiplied by the number of months remaining in the term.

CHANGES AND COST INCREASES. Because disposal and fuel costs are a significant portion of the cost of Contractor's services provided hereunder, Contractor may increase the Schedule of Charges proportionately to reflect any increase in such costs. The Schedule of Charges may also be adjusted from time to time to reflect increases in the Consumer Price Index. Subject to Customer's approval, the Schedule of Charges may be adjusted for reasons other than increases in disposal or fuel costs or the Consumer Price Index. Those changes in the Schedule of charges requiring Customer approval, and changes to the frequency of collection service or the amount, capacity and type of equipment used may be agreed to verbally, in writing or by the actions and practices of the parties. The parties may incorporate additional waste streams as a part of this Agreement so long as: (1) Customer has executed Generator's Waste Profile Sheet(s) with respect thereto; and (2) Contractor has approved, in writing, handling such waste streams of Customer. This Agreement shall not be affected by any changes in the Customer's Service Address if such new address is located within Contractor's service area.

WASTE MATERIALS. Customer warrants that the waste materials delivered to Contractor will not contain any hazardous, toxic or radioactive wastes or substances as defined by applicable federal, state, local or provincial laws or regulations. Customer acknowledges reading the attached "Contractor's Definition of Special Waste" (dated 02/92), and warrants that the waste materials delivered to Contractor will not contain any Special Waste, as so defined, unless and except: (1) as specifically described in the "Generator's Waste Profile Sheet(s)" either attached hereto and made a part hereof or subsequently provided to and approved, in writing, by Contractor; or (2) incidental amounts of Special Waste, as listed by Customer in the "Incidental Special Waste Types and Amounts" section of this form. Contractor shall acquire title to the waste materials when loaded into Contractor's vehicles; provided, however, that title to and liability for the waste materials excluded from this Agreement shall remain with Customer, and Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities arising out of the breach of the above warranties including, without limitation, liabilities for violation of laws or regulations, for injury or death to persons or for loss or damage to property or the environment.

SPECIAL WASTE. If this Agreement pertains to Contractor's furnishing of services and equipment for Special Waste, then the following additional terms and conditions shall apply:

Customer warrants that the Special Waste delivered to Contractor has the components and characteristics meeting the description contained in the Generator's Waste Profile Sheet(s).

In the event that such Customer's Special Waste is later determined or defined to be a hazardous, toxic or radioactive waste or substance or if the storage or disposal facility receiving such Special Waste from Contractor ceases operations or is later prohibited, from receiving such waste, then the portion of this Agreement pertaining to such Special Waste may be immediately terminated by Contractor upon notice to Customer.

Customer agrees to comply with the precautions, conditions and limitations contained in Contractor's written notice of approval of such Special Waste.

If manifests or shipping papers are required by law to accompany the Special Waste to the storage or disposal facility, Customer is responsible for preparing all manifests or papers in form and number required by law.

RESPONSIBILITY FOR EQUIPMENT. The equipment furnished by Contractor hereunder shall remain the property of Contractor, and Customer shall have no interest in such equipment. Customer shall be responsible for all loss or damage to the equipment except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. Customer shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. On collection day, Customer shall provide unobstructed access to the equipment. If the equipment is inaccessible, Customer will be notified, and any additional collection service or attempt to provide such service shall be charged as an "extra pick-up."

CHARGES AND PAYMENT. Customer shall pay Contractor for its services in accordance with the Schedule of Charges shown on the face of this Agreement. Where the Schedule of Charges specifically indicates "disposal" as a component of the charges, "disposal" shall mean the posted gate rate for disposal at the disposal facility utilized by Contractor plus an appropriate handling charge. Customer shall be liable for all taxes, fees or other charges imposed by federal, state, local or provincial laws and regulations upon the collection, transportation or disposal of Customer's waste materials or the services performed hereunder. Payment shall be made by Customer within ten days after receipt of an invoice from Contractor. In the event that any payment is not made when due, Contractor may terminate this Agreement on notice to Customer, recover any equipment on the premises of Customer and recover the liquidated damages described above. Contractor may impose and Customer agrees to pay a late fee for all past due payments not to exceed the maximum rate allowed by applicable law.

RIGHT TO COMPETE. Customer grants to Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of nonhazardous waste collection and disposal services upon the termination of this Agreement for any reason, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it.

PAVEMENT DAMAGE. Contractor shall not be responsible for damage to Customer's pavement or other driving surface resulting from the weight of Contractor's vehicles.

ATTORNEY'S FEES. In the event of a breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

MISCELLANEOUS. If any conflicts exist in this Agreement between terms which are printed and those which are typed or written, the typed or written language shall govern. This Agreement shall be binding on the parties and their successors and assigns. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement.



CONTRACTOR'S DEFINITION OF SPECIAL WASTE

1. "Special Waste" means Type A or Type B Special Wastes as defined below.

2. "Type A Special Waste" means any waste from a commercial or industrial activity meeting any of the following descriptions:

- a. A waste from an industrial process.
- b. A waste from a pollution control process.
- c. A waste containing free liquids.
- d. Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in a.-c., or e.-g. of this definition.
- e. Contaminated residuals, or articles from the cleanup of a facility generating, storing, treating, recycling, or disposing of chemical substances, commercial products, or wastes listed in a.-d., f., or g. of this definition.
- f. Any waste which is non-hazardous as a result of treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act (RCRA).
- g. Chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.

3. "Type B Special Waste" means any waste from a commercial or industrial activity meeting any of the following descriptions:

- a. **Friable asbestos waste from building demolition or cleaning;** wall board, wall or ceiling spray coverings, pipe insulation, etc. This does not include nonfriable asbestos unless it has been processed, handled, or used in such a way that asbestos fibers may be freely released. Asbestos-bearing industrial process waste is a "Type A Special Waste".
- b. **Commercial products or chemicals which are off-specification, outdated, unused, or banned.** Outdated or off-specification uncontaminated food or beverage products in original consumer containers are not included in this category, unless management of such containers is restricted by applicable regulations. Containers which once held commercial products or chemicals are included in this category unless an end has been removed (for containers larger than 25 gallons), and the container is empty as defined by RCRA, the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), or other applicable regulations.

RCRA considers a container to be empty when: all wastes have been removed that can be removed using the practices commonly employed to remove materials from the type of container (e.g., pouring, pumping or aspirating), and no more than 1 inch (2.54 centimeters) of residue remains on the bottom of the container or inner liner, or no more than 3% by weight of the total capacity of the container remains in the container or inner liner (for containers \leq 110 gallons), or no more than 0.3% by weight of the total capacity of the container remains in the container or inner liner (for containers $>$ 110 gallons). Containers which once held **ACUTELY HAZARDOUS WASTES** must be triple rinsed with an appropriate solvent or cleaned by an equivalent method. The pressure in cylinders of compressed gas and aerosol cans must be substantially equivalent to atmospheric pressure.

Containers which once held pesticides regulated under FIFRA must be empty according to label instructions.

- c. **Untreated medical waste - Any waste capable of inducing infection due to contamination with infectious agents from bio-medical sources including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory.** Sharps from these sources must be rendered harmless or placed in needle puncture-proof containers.
- d. **Treated medical waste - Any wastes from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection.** Any sharps from these sources must be rendered harmless or placed in needle puncture-proof containers. Residue from incineration of medical waste is a "Type A Special Waste".
- e. **Residue/sludges from septic tanks, food service grease traps, or washwaters and wastewaters from commercial laundries, laundromats, and car washes, unless these wastes are managed at commercial or public treatment works.**
- f. **Chemical-containing equipment removed from service, in which the chemical composition and concentration are known (e.g., acetylene tanks, cathode ray tubes, lab equipment, fluorescent light tubes, etc.).**
- g. **Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process.** Chemicals or residues removed or drained from such equipment or facilities are "Type A Special Wastes".
- h. **Incinerator ash generated at a Resource Recovery Facility that burned only non-hazardous household, commercial, or industrial waste and qualifies for the hazardous waste exclusion in 40 CFR 261.4(b).** If the regulatory authority does not recognize the household hazardous waste exclusion, then the ash is a "Type A Special Waste".



WASTE SYSTEMS

Request #10 (p)

CONTRACT NUMBER

1026110

ACCOUNT NUMBER _____ MASTER ACCOUNT NUMBER _____ PURCHASE ORDER NUMBER _____

INVOICE TO

SERVICE LOCATION

CUSTOMER NAME Fulmer's Supermarkets
ADDRESS P.O. Box 507
Springfield, Ohio
ZIP/POSTAL 45501 PHONE 1-399-9751
CONTACT Norman Weiss

CUSTOMER NAME Fulmer's Supermarkets
ADDRESS 432 S. Burnett Rd.
Springfield, Ohio
ZIP/POSTAL 4550 PHONE _____
CONTACT _____

SERVICE

Container Code	Quantity	Size	Type	Customer Owned	Frequency	Effective Date
108	2	8 yd	7/8	NO	3 x WK	3/4/91

CHARGES

Lift Charge	Monthly Service Charge	Extra Lift Charge
	322.40	

(1 YEAR RENEWABLE AGREEMENT) OK 7/9

OTHER CHARGES

Invoice Code	Quantity	Description	Unit Price	Total

See the General Conditions on the reverse side, which are incorporated herein by reference and which are included as part of this Agreement. By signing this Agreement, you acknowledge you have read, understood and agree to the General Conditions on the reverse side of this Agreement.

CUSTOMER SIGNATURE Norman Weiss
(AUTHORIZED SIGNATURE)

TITLE Vice President

LAIDLAW WASTE SYSTEMS

Guarino R. Mantel
(AUTHORIZED SIGNATURE)

DATE 3-4-91

CUSTOMER COPY

1058110

WASTE SYSTEMS

General Conditions

Laidlaw Waste Systems (the "Company") and the customer named herein (the "Customer") agree that the Company shall provide a non-hazardous solid waste collection, removal and disposal service (the "Service") and container(s) (the "Equipment") to the Customer on the following terms and conditions:

1. **Price.** Customer shall pay Company the charges and any increases provided for herein, which charges and increases shall be effective during the term of this Agreement. Customer shall pay Company any taxes, duties or levies imposed at any time by any governmental authority relating to the equipment or the service. Company may in its discretion increase the charges set forth herein at any time or from time to time by an amount equal to:

(a) the increase in landfill costs incurred by the Company in respect of the disposal of waste under this Agreement, which increased landfill costs the Customer hereby agrees it shall pay; and

(b) an increase as may be proposed by the Company other than with respect to landfill costs, and agreed to by the Customer, provided that if the Customer does not object to such a proposed price increase within fifteen (15) days of notice by registered mail, this Agreement shall be deemed to be amended to reflect the increase in charges. In the event that Customer does object to such a proposed price increase within the fifteen (15) day period, this Agreement shall continue without such proposed price increase, other than with respect to landfill costs, but the Company may at any time thereafter terminate this Agreement by giving ten (10) days prior written notice to the Customer.

2. **Payment.** Customer shall pay all charges including increases on a monthly basis and within ten (10) days from date of invoice. Customer shall pay interest on overdue payments at a rate of 1 1/4% per month. Company may suspend Service or remove the Equipment if payment is late, without prejudice to any of Company's other rights. Suspension of Service or removal of Equipment due to non-payment shall not constitute termination of this Agreement by Company.

3. **Non-hazardous Waste only.** Customer shall use the Equipment only for the disposal of its non-hazardous solid waste, and agrees that if it places waste which is liquid, radioactive, reactive, toxic, ignitable, corrosive, pathological, acidic, or waste which is otherwise listed as a hazardous or toxic substance (as defined by local, state, provincial or federal laws or regulations) in the Equipment: (a) it shall indemnify Company for any and all damages, losses or claims, including attorney's fees, which may be incurred by the Company; and (b) that title to any such waste shall not pass to Company but shall remain with Customer. Customer shall not place any waste which requires special handling in the Equipment, including but not limited to items such as tires, brush, demolition or construction waste, white goods and foam products.

4. **Equipment and Service.** All Equipment is and shall remain the property of Company. Customer shall keep the Equipment free and clear of all levies, liens and encumbrances, and shall not modify the Equipment or use it for any purpose other than set out herein. During the term of the Agreement, Customer shall solely and exclusively use Company's Equipment and Service for the collection, removal and disposal of all of its non-hazardous solid waste. The Company shall not be liable for any failure to provide the Service which is caused by an event beyond its reasonable control, including but not limited to strikes, riots, severe weather, fires and acts of God. If Customer is in breach of any of its obligations under this Agreement, or if the Customer becomes insolvent or bankrupt, Company may forthwith take possession of the Equipment, terminate this Agreement and the Service, and seek such other remedies as may be available to it at law.

5. **Customer's Responsibility.** Customer shall provide a suitable site for the Equipment and hereby grants the Company the right of access to the Equipment at all reasonable times in order to provide the Service or inspect the Equipment. Company shall not be liable for and Customer waives any claims against Company for any damage to pavement or driving surface resulting from the Equipment or Company trucks servicing the Equipment. Customer shall indemnify Company for any and all losses, damages, claims, or sums of money, including attorney's fees, incurred by the Company relating to: (a) loss of or damage to the Equipment, or the property of or injury to or death of any person(s), resulting from the use, operation or possession by Customer of the Equipment; or (b) Customer's breach of this Agreement.

6. **Changes.** Any changes or amendments to the schedule of Service, Equipment size or quantity, or method of haulage and any increase in the charges may be proposed or agreed to by the parties either verbally or in writing. Consent to any changes, or increases in charges, shall be evidenced by the actions and practices of the parties, and this Agreement shall be deemed to be amended accordingly.

7. **Term of Agreement.** This Agreement shall be binding on the parties from the date on which it has been signed by both parties and shall, subject to the other provisions hereof, continue in force for a period of three (3) years from the Effective Date referenced herein, and shall be automatically renewed and continue in force thereafter for successive three (3) year periods on the same general conditions set out herein. Either party may indicate its intention to terminate this Agreement, such termination being effective the last day of the three (3) year period then in force, by giving written notice of termination to the other party not less than sixty (60) days prior to the end of the three (3) year period then in force.

8. **Cancellation.** If Customer should no longer require the Service by reason of the cessation of Customer's business, or relocation outside of any area in which the Company provides the Service, and provided that Customer immediately pays all amounts then due to Company, Customer may terminate this Agreement by thirty (30) days prior written notice given to Company. This Agreement may not be terminated or otherwise cancelled by Customer except as provided herein. The parties agree that Customer shall be in default if customer cancels the Service or terminates this Agreement other than as set out herein, and that Company's actual damages would be difficult, if not impossible, to calculate. Therefore, the parties agree that in such an event the Customer shall, without prejudice to company's other rights at law, pay all past due sums and in addition shall pay as liquidated damages, and not as a penalty, an amount equal to thirty percent (30%) of the following sum: the last monthly charge at the time of default multiplied by the remaining months of the original or renewal term of the Agreement then in effect.

9. **Effect.** This Agreement shall remain in full force and effect notwithstanding changes to the schedule of Service, Equipment size or quantity, method of haulage, or an increase in the charges. This Agreement shall not be assigned by Customer without the prior consent of the Company. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

10. **Future Service.** Customer grants to Company the right to compete with any bona fide offer which Customer receives or intends to make relating to the provision of non-hazardous solid waste disposal services for the period after the termination of this Agreement. Customer shall notify Company forthwith in writing if Customer receives or intends to make any such bona fide offer, disclosing to Company all of the terms and conditions thereof. Customer shall not accept or make such offer for the period of fourteen (14) days after such notification, but is not bound to accept it, and if Company within fourteen (14) days of such notification submits an offer of its own, Customer shall consider the Company's offer but is not bound to accept it. Nothing stated in this clause shall be interpreted as relieving the Customer of its obligation to comply strictly with the provisions of this Agreement until such time as this Agreement has been terminated in accordance with its terms.



WASTE SYSTEMS

CONTRACT NUMBER

1026111

ACCOUNT NUMBER _____ MASTER ACCOUNT NUMBER _____ PURCHASE ORDER NUMBER _____

INVOICE TO

SERVICE LOCATION

CUSTOMER NAME Fulmer's Supermarkets
ADDRESS P.O. Box 507
Springfield, Ohio
ZIP/POSTAL 45501 PHONE 1-599-9751
CONTACT Norman Weiss

CUSTOMER NAME Fulmer's Supermarkets
ADDRESS 283 E. Leffels Lane
Springfield, Ohio
ZIP/POSTAL 45501 PHONE _____
CONTACT _____

SERVICE

Container Code	Quantity	Size	Type	Customer Owned	Frequency	Effective Date
108	1	8 yd	7/2	No	3XWK	3/4/91

CHARGES

Lift Charge	Monthly Service Charge	Extra Lift Charge
	161.20	

(1 YEAR RENEWABLE AGREEMENT.) *OKM*

OTHER CHARGES

Invoice Code	Quantity	Description	Unit Price	Total

See the General Conditions on the reverse side, which are incorporated herein by reference and which are included as part of this Agreement. By signing this Agreement, you acknowledge you have read, understood and agree to the General Conditions on the reverse side of this Agreement.

CUSTOMER SIGNATURE

Norman Weiss
(AUTHORIZED SIGNATURE)

TITLE

Vice President

LAIDLAW WASTE SYSTEMS

Dennis R. Mantel
(AUTHORIZED SIGNATURE)

DATE

3-4-91

CUSTOMER COPY

1058111

WASTE SYSTEMS

ACCOUNT NUMBER

General Conditions

Laidlaw Waste Systems ("Company") and the customer named herein (the "Customer") agree that the Company shall provide a non-hazardous solid waste collection, removal and disposal service (the "Service") and container(s) (the "Equipment") to the Customer on the following terms and conditions:

1. **Price.** Customer shall pay Company the charges and any increases provided for herein, which charges and increases shall be effective during the term of this Agreement. Customer shall pay Company any taxes, duties or levies imposed at any time by any governmental authority relating to the equipment or the service. Company may in its discretion increase the charges set forth herein at any time or from time to time by an amount equal to:

(a) the increase in landfill costs incurred by the Company in respect of the disposal of waste under this Agreement, which increased landfill costs the Customer hereby agrees it shall pay; and

(b) an increase as may be proposed by the Company other than with respect to landfill costs, and agreed to by the Customer, provided that if the Customer does not object to such a proposed price increase within fifteen (15) days of notice by registered mail, this Agreement shall be deemed to be amended to reflect the increase in charges. In the event that Customer does object to such a proposed price increase within the fifteen (15) day period, this Agreement shall continue without such proposed price increase, other than with respect to landfill costs, but the Company may at any time thereafter terminate this Agreement by giving ten (10) days prior written notice to the Customer.

2. **Payment.** Customer shall pay all charges including increases on a monthly basis and within ten (10) days from date of invoice. Customer shall pay interest on overdue payments at a rate of 1 1/2% per month. Company may suspend Service or remove the Equipment if payment is late, without prejudice to any of Company's other rights. Suspension of Service or removal of Equipment due to non-payment shall not constitute termination of this Agreement by Company.

3. **Non-hazardous Waste only.** Customer shall use the Equipment only for the disposal of its non-hazardous solid waste, and agrees that if it places waste which is liquid, radioactive, reactive, toxic, ignitable, corrosive, pathological, acidic, or waste which is otherwise listed as a hazardous or toxic substance (as defined by local, state, provincial or federal laws or regulations) in the Equipment: (a) it shall indemnify Company for any and all damages, losses or claims, including attorney's fees, which may be incurred by the Company; and (b) that title to any such waste shall not pass to Company but shall remain with Customer. Customer shall not place any waste which requires special handling in the Equipment, including but not limited to items such as tires, brush, demolition or construction waste, white goods and foam products.

4. **Equipment and Service.** All Equipment is and shall remain the property of Company. Customer shall keep the Equipment free and clear of all levies, liens and encumbrances, and shall not modify the Equipment or use it for any purpose other than set out herein. During the term of the Agreement, Customer shall solely and exclusively use Company's Equipment and Service for the collection, removal and disposal of all of its non-hazardous solid waste. The Company shall not be liable for any failure to provide the Service which is caused by an event beyond its reasonable control, including but not limited to strikes, riots, severe weather, fires and acts of God. If Customer is in breach of any of its obligations under this Agreement, or if the Customer becomes insolvent or bankrupt, Company may forthwith take possession of the Equipment, terminate this Agreement and the Service, and seek such other remedies as may be available to it at law.

5. **Customer's Responsibility.** Customer shall provide a suitable site for the Equipment and hereby grants the Company the right of access to the Equipment at all reasonable times in order to provide the Service or inspect the Equipment. Company shall not be liable for and Customer waives any claims against Company for any damage to pavement or driving surface resulting from the Equipment or Company trucks servicing the Equipment. Customer shall indemnify Company for any and all losses, damages, claims, or sums of money, including attorney's fees, incurred by the Company relating to: (a) loss of or damage to the Equipment, or the property of or injury to or death of any person(s), resulting from the use, operation or possession by Customer of the Equipment; or (b) Customer's breach of this Agreement.

6. **Changes.** Any changes or amendments to the schedule of Service, Equipment size or quantity, or method of haulage and any increase in the charges may be proposed or agreed to by the parties either verbally or in writing. Consent to any changes, or increases in charges, shall be evidenced by the actions and practices of the parties, and this Agreement shall be deemed to be amended accordingly.

7. **Term of Agreement.** This Agreement shall be binding on the parties from the date on which it has been signed by both parties and shall, subject to the other provisions hereof, continue in force for a period of ONE (1) years from the Effective Date referenced herein, and shall be automatically renewed and continue in force thereafter for successive ONE (1) year periods on the same general conditions set out herein. Either party may indicate its intention to terminate this Agreement, such termination being effective the last day of the three (3) year period then in force, by giving written notice of termination to the other party not less than sixty (60) days prior to the end of the three (3) year period then in force.

8. **Cancellation.** If Customer should no longer require the Service by reason of the cessation of Customer's business, or relocation outside of any area in which the Company provides the Service, and provided that Customer immediately pays all amounts then due to Company, Customer may terminate this Agreement by thirty (30) days prior written notice given to Company. This Agreement may not be terminated or otherwise cancelled by Customer except as provided herein. The parties agree that Customer shall be in default if customer cancels the Service or terminates this Agreement other than as set out herein, and that Company's actual damages would be difficult, if not impossible, to calculate. Therefore, the parties agree that in such an event the Customer shall, without prejudice to company's other rights at law, pay all past due sums and in addition shall pay as liquidated damages, and not as a penalty, an amount equal to thirty percent (30%) of the following sum: the last monthly charge at the time of default multiplied by the remaining months of the original or renewal term of the Agreement then in effect.

9. **Effect.** This Agreement shall remain in full force and effect notwithstanding changes to the schedule of Service, Equipment size or quantity, method of haulage, or an increase in the charges. This Agreement shall not be assigned by Customer without the prior consent of the Company. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

10. **Future Service.** Customer grants to Company the right to compete with any bona fide offer which Customer receives or intends to make relating to the provision of non-hazardous solid waste disposal services for the period after the termination of this Agreement. Customer shall notify Company forthwith in writing if Customer receives or intends to make any such bona fide offer, disclosing to Company all of the terms and conditions thereof. Customer shall not accept or make such offer for the period of fourteen (14) days after such notification, but is not bound to accept it, and if Company within fourteen (14) days of such notification submits an offer of its own, Customer shall consider the Company's offer but is not bound to accept it. Nothing stated in this clause shall be interpreted as relieving the Customer of its obligation to comply strictly with the provisions of this Agreement until such time as this Agreement has been terminated in accordance with its terms.